

FILED  
U.S. DISTRICT COURT  
DISTRICT OF MARYLAND

2012 MAY -7 AM 10:07

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

CLERK'S OFFICE  
AT BALTIMORE

Glinda F. Harris )  
2221 Cedley Street )  
Baltimore, Maryland 21230 )  
*Plaintiff* )

BY \_\_\_\_\_ DEPUTY

Case No. **ELH12CV1384**

vs )  
PINNACLE CREDIT SERVICES, LLC )  
7900 Highway 7 )  
Minneapolis, Minnesota 55426 )  
*Defendant* )

Judge \_\_\_\_\_

**Trial by Jury Demanded**

**ORIGINAL COMPLAINT FOR VIOLATIONS OF THE FCRA, FDCPA AND MCDCA**

**JURISDICTION**

1. The jurisdiction of this Court is conferred by 15 U.S.C. §1681p and 15 U.S.C. § 1692k.
2. All conditions precedent to the bringing of this action has been performed.

**PARTIES**

3. The Plaintiff in this lawsuit is Glinda F. Harris (hereinafter "Plaintiff"), a natural person, who resides in Baltimore, Maryland.
4. The Defendant in this lawsuit is PINNACLE CREDIT SERVICES, LLC (hereinafter "PINNACLE") a corporation with offices at 7900 Hwy 7, St. Louis Park, MN 55426.

**VENUE**

5. The occurrences which give rise to this action occurred in Baltimore, Maryland and Plaintiff resides in Baltimore, Maryland.
6. Venue is proper in the District Court of Maryland pursuant to 28 U.S.C. § 1391b.

**GENERAL ALLEGATIONS**

7. Plaintiff obtained her consumer credit reports from the three major credit reporting agencies and discovered entries by entities that she was unfamiliar within the reports.
8. Plaintiff determined that her consumer credit report had been obtained on various occasions by various entities she did not recognize and without her consent.
9. Plaintiff determined after examination of her Experian consumer report that PINNACLE had obtained Plaintiff's Experian consumer credit report on May 12, 2011 without permissible purpose.
10. Plaintiff sent a Notice of Intent to Sue to PINNACLE regarding their action of obtaining Plaintiff's consumer credit report with no permissible purpose. Said notice was sent by certified mail # 70093410000203218916 and received on March 26, 2012 according to USPS records.
11. Discovery of violations brought forth herein occurred in January 2012 and are within the statute of limitations as defined in FCRA, 15 U.S.C. § 1681p.

**Count I**

**VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681  
WILLFUL NON-COMPLIANCE BY DEFENDANT PINNACLE CREDIT  
SERVICES, LLC**

12. Paragraphs 1 through 11 are realleged as though fully set forth herein.
13. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).
14. Experian is a credit reporting agency within the meaning of the FCRA, 15 U.S.C. §1681a(f).
15. Consumer credit report is a consumer report within the meaning of the FCRA, 15 U.S.C. § 1681a(d).

16. The FCRA, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer credit report.

17. Such permissible purposes as defined by 15 U.S.C. § 1681b are generally, if the consumer makes an application for credit, makes an application for employment, for underwriting of insurance involving the consumer, or is offered a bona fide offer of credit as a result of the inquiry.

18. Plaintiff has never had any business dealings or any account with, made application for credit from, made application for employment with, applied for insurance from, or received a bona fide offer of credit from PINNACLE.

19. At no time did Plaintiff give her consent for PINNACLE to acquire her consumer credit report from any reporting agency.

20. On May 12, 2011 PINNACLE obtained the Experian consumer credit report of the Plaintiff with no permissible purpose or Plaintiff's consent was a willful violation of the FCRA 15 U.S.C. §1681b.

21. The actions of PINNACLE in obtaining the consumer credit report of the Plaintiff with no permissible purpose or Plaintiff's consent was a willful violation of FCRA, 15 U.S.C. §1681b and an egregious violation of Plaintiff's right to privacy.

**WHEREFORE**, Plaintiff demands judgment for damages against Defendant, PINNACLE CREDIT SERVICES, LLC for statutory damages, attorney's fees and costs, pursuant to 15 U.S.C. §1681n.

**Count II**  
**VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681**

**NEGLIGENT NON-COMPLIANCE BY DEFENDANT PINNACLE CREDIT  
SERVICES, LLC**

22. Paragraphs 1 through 21 are realleged as though fully set forth herein.
23. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).
24. Experian is a credit reporting agency within the meaning of the FCRA, 15 U.S.C. §1681a(f).
25. Consumer credit report is a consumer report within the meaning of the FCRA, 15 U.S.C. § 1681a(d).
26. The FCRA, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer credit report.
27. Such permissible purposes as defined by 15 U.S.C. § 1681b are generally, if the consumer makes an application for credit, makes an application for employment, for underwriting of insurance involving the consumer, or is offered a bona fide offer of credit as a result of the inquiry.
28. Plaintiff has never had any business dealings or any account with, made application for credit from, made application for employment with, applied for insurance from, or received a bona fide offer of credit from PINNACLE.
29. At no time did Plaintiff give her consent for PINNACLE to acquire her consumer credit report from any reporting agency.
30. On May 12, 2011 PINNACLE obtained the Experian consumer credit report of the Plaintiff with no permissible purpose or the Plaintiff's consent was a negligent violation of the FCRA 15 U.S.C. §1681b.

31. The actions of PINNACLE in obtaining the consumer credit report of the Plaintiff with no permissible purpose or Plaintiff's consent was a negligent violation of FCRA, 15 U.S.C. §1681b and an egregious violation of Plaintiff's right to privacy.

**WHEREFORE**, Plaintiff demands judgment for damages against Defendant, PINNACLE CREDIT SERVICES, LLC for statutory damages, attorney's fees and costs, pursuant to 15 U.S.C. §1681o.

**Count III**  
**VIOLATION OF FAIR DEBT COLLECTIONS PRACTICES ACT (FDCPA), 15 U.S.C. §1692  
BY DEFENDANT PINNACLE CREDIT SERVICES, LLC**

32. Paragraphs 1 through 31 are realleged as though fully set forth herein.

33. Plaintiff is a consumer within the meaning of FDCPA, 15 U.S.C. §1692a(3).

34. PINNACLE CREDIT SERVICES, LLC is a debt collector within the meaning of the FDCPA 15 U.S.C. §1692a(6).

35. PINNACLE CREDIT SERVICES, LLC violated the FDCPA. Defendant's violations include but are not limited to, the following:

(a) PINNACLE CREDIT SERVICES, LLC violated 15 U.S.C. §1692e(10) when they used false representation or deceptive means to collect a debt or obtain information about Plaintiff by obtaining the Plaintiff's consumer credit report without a permissible purpose.

**WHEREFORE**, Plaintiff demands judgment for damages against Defendant, PINNACLE CREDIT SERVICES, LLC for statutory damages, attorney's fees and costs, pursuant to 15 U.S.C. §1692K(2)(A).

**Count V**

**VIOLATION OF MARYLAND CONSUMER DEBT COLLECTIONS ACT  
(MCDCA), 14-201 BY DEFENDANT PINNACLE CREDIT SERVICES, LLC**

36. Paragraphs 1 through 35 are realleged as though fully set forth herein.

37. Plaintiff is a person within the meaning of MCDCA § 14-201(d).

38. PINNACLE CREDIT SERVICES, LLC is a collection agency within the meaning of the MCDCA § 14-201(b).

39. PINNACLE CREDIT SERVICES, LLC is a collection agency and thereby violated the MCDCA. Defendant violations include but are not limited to, the following:

(a) Violating MCDCA, Md. Code Ann., Com. Law §14-202(3) Disclose or threaten to disclose information which affects the debtor's reputation for credit worthiness with knowledge that the information is false and (8) by claiming, attempting, or threatening to enforce a right with knowledge that the right does not exist.

**WHEREFORE**, Plaintiff demands judgment for damages against Defendant, PINNACLE CREDIT SERVICES, LLC for statutory damages, attorney's fees and costs, pursuant to MCDCA, Md. Code Ann., Com. Law §14-203.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

Respectfully submitted \_\_\_\_\_

Date: May 7 2012

Glinda F. Harris

2221 Cedley Street

Baltimore, Maryland 21230

(443) 324-7977

glindaharris6@gmail.com

Service To:

National Registered Agents, Inc. of MD

C/o Pinnacle Credit Services, LLC

2<sup>nd</sup> Floor

836 Park Avenue

Baltimore, Maryland 21201

Complaint for Violations of FCRA, FDCPA and MCDCA

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